



1416 Ninth Street, Suite 1155  
Sacramento, California 95814

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<http://calfed.ca.gov>

## REQUEST FOR PROPOSAL Notice to Prospective Proposers

September 16, 2002

You are invited to review and respond to this Request for Proposal (RFP), entitled **RFP # 10057706 – Ecosystem Restoration Program (ERP) – Contract Management Services**. In submitting your proposal, you must comply with the instructions provided in this RFP.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded from the Internet site <http://www.osmb.dgs.ca.gov>. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the CALFED Bay-Delta Program, this RFP is complete and does not need explanation. However, if you have questions, or should you need any clarifying information, send your questions and requests for clarification **in writing** to the contact person for this RFP:

**Attention: Rachel G. Russell**  
Contract Analyst, CALFED Contracts Section  
Department of Water Resources  
1416 Ninth Street, Room 1155  
Sacramento, CA 95814  
Fax: (916) 654-9780  
E-mail: [rrussell@water.ca.gov](mailto:rrussell@water.ca.gov)

The deadline for submitting **written questions** and **requests for clarifications** is on **October 1, 2002, by 5:00 P.M.**

Answers to all questions received by 5:00 P.M. October 1, 2002 will be posted on DWR/CALFED web site at <http://calfed.ca.gov/ContractingOpportunities/ContractingOpportunities.shtml> on October 8, 2002. Paper copies of the answers to all questions will be mailed to RFP holders upon request.

Please note that **no verbal** information given will be binding upon the State unless such information is issued in writing as an official addendum.

/S/

**Flordeliza Ligaya**  
Chief, Contract Section  
CALFED Bay-Delta Program

Attachments

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### CALFED Agencies

#### California

The Resources Agency  
Department of Water Resources  
Department of Fish and Game  
The Reclamation Board  
Delta Protection Commission  
Department of Conservation  
San Francisco Bay Conservation  
and Development Commission

California Environmental Protection Agency  
State Water Resources Control Board  
Department of Health Services  
Department of Food and Agriculture

#### Federal

Department of the Interior  
Bureau of Reclamation  
Fish and Wildlife Service  
Geological Survey  
Bureau of Land Management  
Environmental Protection Agency  
Army Corps of Engineers

Department of Agriculture  
Natural Resources Conservation Service  
Forest Service  
Department of Commerce  
National Marine Fisheries Service  
Western Area Power Administration

**SCHEDULE**  
**for**  
**REQUEST FOR PROPOSALS (RFP)**  
**Proposal No. # 10057706**  
**Ecosystem Restoration Program (ERP)**  
**Contract Management Services**

Time is of the essence. All proposers are hereby advised of the following schedule and will be expected to adhere to the required submittal dates. Submittals are due by close of business day by 5:00 P.M. on the due dates listed below.

<u>Event</u>	<u>Date</u>
RFP available to the public	September 16, 2002
Written Question Submittal Deadline	<b>October 1, 2002</b>
Written Questions & Answers will be Posted on the web site for RFP holders	October 8, 2002
Final Date for Proposal Submission	<b>October 30, 2002</b>
Notice of Intent to Award	November 12, 2002
Protest Period	Nov. 12 to Nov. 19, 2002
Anticipated Contract Award Notification	November 27, 2002

**Deadline for Proposals:**

**All proposals must be received by CALFED Bay-Delta Program by the close of business (5:00 p.m.) no later than October 30, 2002. Proposals that arrive after 5:00 p.m. October 30, 2002 will be considered late and disqualified. The CALFED Bay-Delta Program receives one signed original and four (4) copies of each proposal.**

**Proposals must be sent or delivered to:**

**Attention: Rachel G. Russell**  
Contract Analyst, CALFED Contracts Section  
Department of Water Resources  
1416 Ninth Street, Room 1155  
Sacramento, CA 95814



# **REQUEST FOR PROPOSALS**

**July 1, 2003 – June 30, 2006**

**Proposal No. # 10057706**

## **Ecosystem Restoration Program (ERP) Contract Management Services**

**Issue Date  
September 16, 2002**

**Issued by:  
CALFED BAY-DELTA PROGRAM**

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**A) Purpose and Description of Services**

The purpose of this Request for Proposal (RFP) is to announce the availability of funds to provide contract management services to the CALFED Bay-Delta Program and the Resources Agency for CALFED projects funded by Proposition 204. This allows the Resources Agency to provide Proposition 204 funds (passed by the voters on November 5, 1996) for contract management oversight services for CALFED Ecosystem Restoration Program ecosystem restoration projects.

Through this RFP, the successful bidder, hereinafter referred to alternately as proposer, will oversee up to \$210,000,000 in contracts (up to a maximum of 90 individual projects). Compensation for this RFP shall not exceed \$6,300,000. Proposition 204 specifically limits administrative costs to three (3%) percent of project costs. This agreement will not result in the transfer of funds earmarked for individual projects (up to \$210,000,000 for up to 90 projects) to the contract management contractor. Funds for these individual projects will remain with the State and shall be invoiced by grant recipients (through the contractor/Department of Water Resources [DWR] approval process). The contractor selected to perform contract management services shall submit invoices for administrative services based upon the invoice schedule provided in the CALFED agreement.

The Agreement for Contract Management Services becomes effective on the date the Agreement is approved by the Department of General Services. The term of this Agreement is for three years with option to renew for two (2) one additional year, if necessary for the completion of the project. Terms, conditions, costs/rates of Agreement renewals remain the same as the original Agreement.

Contract for this RFP will use phased implementation and releases as shown in the chart:

Phases	ERP Project Costs	3% Contract Management Fees
Phase I	\$60,000,000	\$1,800,000
Phase II	\$150,000,000	\$4,500,000
<b>TOTALS</b>	<b>\$210,000,000</b>	<b>\$6,300,000</b>

Please see attached sample contract **Exhibit A – Scope of Work**. A sample of the recipient agreement between the contractor and individual project recipient is shown as **Exhibit F**.

After reading these materials if you need further assistance or have any questions, please submit your questions in writing to:

**Rachel G. Russell, Contract Analyst**  
CALFED Contracts Section  
Department of Water Resources  
1416 Ninth Street, Room 1155  
Sacramento, CA 95814  
Fax: (916) 654-9780  
E-mail: [rrussell@water.ca.gov](mailto:rrussell@water.ca.gov)

A paper copy of this RFP and other reference documents are available by calling Michelle Peterson at (916) 657-2666 or electronically from the Agency site at <http://calfed.ca.gov/ContractingOpportunities/ContractingOpportunities.shtml> and at DGS Contract Register site at <http://www.osmb.dgs.ca.gov/cscr> .

**B) Minimum Qualifications for Proposers**

Proposer must have a minimum of three years experience managing a multi-million dollar, multi-project ecosystem restoration program involving restoration projects which include but are not limited to: habitat restoration, fish screens, fish passage improvement, ecological process and fisheries research, feasibility studies and environmental documentation, and environmental education contracts. Contracts managed must have included a diverse array of organizations including; state, federal and local agencies, non-profit organizations, education institutions (University of California system (UC), state, and private universities and community colleges) and private companies. Proposer must have at least three (3) years experience with state contracting procedures, rules and regulations. For the purposes of this RFP, proposer must maintain a project team comprised of a minimum of one (1) lead contract manager; three (3) professional contract managers; and, one (1) certified public accountant for the purpose of managing the proposed \$210,000,000 CALFED Ecosystem Restoration Program Recipient Agreements. Proposer must be able to attend at least two (2) meetings each month to be held in the Sacramento area and be able to perform and complete annual site visits to all project sites throughout the State.

Proposers not meeting the minimum qualifications will be considered non-responsive, and their proposal will not be evaluated.

For the purpose of this RFP, the successful proposer shall provide all administrative services associated with performing and completing the work for this project. Management and administrative tasks shall include: contract management and oversight, budget review, project schedule and deliverables review, coordination, report preparation, invoicing, and all other tasks that may be necessary to complete the scope of work specified in the agreement.

Following is the minimum project team composition and staffing required for this project:

- 1) Lead Contract Manager must have a minimum of three (3) years of current and relevant contract management experience in ecosystem restoration contracts and shall have served in a lead capacity for at least two (2) years. The role of the Lead Contract Manager shall be to serve as the primary contact for CALFED Ecosystems Program (Program Manager). Associated responsibilities of the Lead Contract Manager shall include but not be limited to providing overall program oversight to other team Contract Managers pertinent to all administrative services associated with performing and completing the work for this project. The Lead Contract Manager shall also be responsible for notifying CALFED Ecosystems Program Manager of events or proposed changes that could affect the scope, budget, or schedule of work performed on this project. The Lead Contract Manager shall also serve as the liaison and will coordinate all administrative functions and related services for the purpose of this project. Additionally, this position will be responsible for compiling, preparing, developing, and submitting all project status reports and ensuring that all other reporting requirements specified in the contractor and recipient agreements are completed and submitted as scheduled.
- 2) Three (3) Contract Managers must have a minimum of one (1) year current and relevant contract management experience in ecosystem restoration contracts. The Contract Managers shall provide day-to-day contract, administrative management, reporting, invoicing, and tracking for the 90 individual projects for the CALFED Ecosystem Restoration Program ecosystem restoration projects.
- 3) One (1) Certified Public Accountant (CPA) with a minimum of three (3) years experience working on multiple multi –million dollar contracts with an aggregate minimum value of \$100,000,000. The CPA shall prepare and complete contract invoices, provide tracking and financial statements, review contractors detailed charges, expenses, direct and indirect costs.

The Accountant shall have administrative and fiduciary responsibility for ensuring that all invoices presented to CALFED for payment meet contract requirements and ensure that all financial information is accurate, current, and in compliance with all active Recipient Agreements for all contracts handled under this project. This position will coordinate and work closely with CALFED's Program Manager and Program Analyst on invoicing requirements.

## C) Proposal Requirements and Information

### 1) Time Schedule

Time is of the essence. All proposers are hereby advised of the following schedule and will be expected to adhere to the required submittal dates. Submittals are due by close of business day by 5:00 P.M. on the due dates listed below.

<u>Event</u>	<u>Date</u>
RFP available to the public	September 16, 2002
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#### Proposals must be sent or delivered to:

**Attention: Rachel G. Russell**  
Contract Analyst, CALFED Contracts Section  
Department of Water Resources  
1416 Ninth Street, Room 1155  
Sacramento, CA 95814

### 2) Work Plan and Work Schedule Requirements

#### Project Approach

The proposer shall develop a detailed work plan and schedule for all tasks proposed for contract management oversight services for CALFED Ecosystem Restoration Program ecosystem restoration projects. The Scope of Work shown in this RFP (attached as **Exhibit A**), will identify each major task, necessary subtask, and specific deliverables and milestones

for each major task and subtask. The detailed description will be used to measure work progress and approve payments for this project.

- a) **Title Page** – Show the RFP number, RFP Title, the name of the Proposer's firm, address, telephone number, e-mail address of contact person, and name of individual authorized to bind the proposer (if different from the contact person), and date (see **Appendix** for Sample Proposal Title Page). The title page shall not be included as part of maximum 10 page proposal.
- b) **Project Personnel** - Each proposer shall include a list and names of individuals recommended to staff this project. Provide a detailed resume including current, pertinent, and relevant experience for each proposed project staff.
- c) **Project Approach and Methodology** – Describe the methodology, objective(s), activities and tasks, and any relevant information which demonstrates your firms relevant experience, knowledge, skill, and ability to perform the services specified in Exhibit A.

### 3) Cost Detail Format and Requirements

For the purposes of responding to this RFP, the proposer shall provide a detailed breakdown of costs associated with the proposed work using the Detailed Scope of Work and Work Schedule as the basis for arriving at the total cost for the project. Proposer shall use **Attachment 3 – Cost Proposal Worksheet** to complete the detailed cost breakdown. The total costs of all tasks and milestones shall not exceed Six Million Three Hundred Thousand Dollars and Zero Cents (\$6,300,000.00), which represents the 3% maximum allowable administrative costs for contract management for Two Hundred Ten Million Dollars and Zero Cents (\$210,000,000.00) worth of contracts.

The proposer shall **complete and sign two (2) Proposal Worksheets** using the data provided in the phased implementation chart.

**Proposal Worksheet 1** – Phase I must not exceed the total maximum contract management fees of One Million Eight Hundred Thousand and Zero Cents (\$1,800,000.00)

**Proposal Worksheet 2** – Phase II must not exceed the total maximum contract management fees of Four Million Five Hundred Thousand and Zero Cents (\$4,500,000.00).

### 4) Submission of Proposal

- a. Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposals submitted must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- b. The length of the proposal in response to this RFP (excluding Title Page, Attachments and Exhibits) **must not exceed 10 pages** using a font size no smaller than 10 pitch.

Proposals must be submitted as a single package including all relevant materials (e.g., exhibits, maps, and any other attachments).

The required format for proposals is:

- 8 ½ x 11 white paper
- 3-hole punched
- staple each copy on the upper left hand corner
- cover letter shall be the first page of the proposal



Avoid use of any type of binding (e.g., spiral binding, etc.), or heavy stock cover, color cover, plastic cover sheets, etc.

- c) All proposals must be submitted under sealed cover and sent to Resource Agency/CALFED Bay Delta Program by dates and times shown in **Section C - Proposal Requirements and Information, Item 1 - Time Schedule**. All proposals must be received by CALFED Bay- Delta Program by the close of business (5:00 p.m.) no later than October 30, 2002. Proposals that arrive after 5:00 p.m. October 30, 2002 will be considered late and disqualified.
- d) Proposers **must submit one (1) signed original** and four (4) copies of the proposal.
- e) The original proposal must be marked "**ORIGINAL**". All documents contained in the original proposal package must have original signatures using blue ink and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package. If the proposal is submitted under a fictitious name or business title, the actual legal and registered name of the proposer must be used for the purposes of this RFP.
- f) The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "**DO NOT OPEN**", as shown in the following example:

**RFP # 10057706**  
**Ecosystem Restoration Program (ERP)**  
**Contract Management Services.**

**Firm Name**  
**Firm Address**

**DO NOT OPEN**

Proposals not submitted under sealed cover and marked as indicated may be rejected and considered non-responsive.

- g) All proposals must include the documents identified in **Section E, Required Attachment Checklist**. Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements. For the purposes of maximum 10-page count, the required attachments will not be considered as part of the maximum 10-page requirement.
- h) Mail, deliver, or hand-carry proposals to the following address:

**Attention: Rachel G. Russell**  
Contract Analyst, CALFED Contracts Section  
Department of Water Resources  
1416 Ninth Street, Room 1155  
Sacramento, CA 95814

Proposals must be submitted for the performance of all the services described herein.

- i) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial defect

shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.

- j) Costs for developing proposals, in anticipation of award of the agreement is entirely the responsibility of the proposer, and shall not be charged to the State of California.
- k) An individual who is authorized to bind the proposing firm contractually shall sign the **Attachment 2 - Required License or Certification Sheet**. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal will be rejected and will be cause for disqualification.
- l) A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
- m) A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an agent authorized in accordance with (l) above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- n) The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- o) The awarding agency reserves the right to reject all proposals for reasonable cause.

**Proposal Worksheet 1 – Phase I** must not exceed the maximum total contract management fees of One Million Eight Hundred Thousand Dollars and Zero Cents \$1,800,000.00.

**Proposal Worksheet 2 – Phase II** must not exceed the maximum total contract management fees of Four Million Five Hundred Thousand Dollars and Zero Cents \$4,500,000.00

Total project cost for the purposes of this RFP must not exceed an aggregate total of Six Million Three Hundred Thousand Dollars and Zero Cents \$6,300,000.00. Proposition 204 specifically limits administrative costs to three (3%) percent of total project costs. Total project cost for this RFP is Two Hundred Ten Million Dollars and Zero Cents \$210,000,000.00. All cost proposals in excess of Six Million Three Hundred Thousand Dollars and Zero Cents \$6,300,000.00 shall be deemed non-compliant and therefore not eligible to be awarded an agreement.

- p) Proposers are cautioned to not rely on the State during the evaluation to discover and report to the proposer any defects and errors in the submitted documents. Proposers shall be responsible for carefully proofing the documents for errors and ensuring that the RFP requirements are met and the response is compliant with all requirements stated in the RFP.
- q) Where applicable, proposer should carefully examine work sites and requirements. It is the responsibility of the proposers to investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered which may or may not affect the scope of work, schedule, and costs submitted in response to this RFP. No additions or increases to the agreement amount will be made as a result of the proposer's lack of careful examination of work sites and compliance with the requirements noted in this RFP.

- r) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that proposer.

**5) Evaluation Process**

- a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP. (See Appendix for Evaluation Checklist)
- b) The State will put each proposal through an evaluation process to determine each proposal's responsiveness to the State's needs.
- c) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.
- d) The final selection will be made based on the following criteria: Proposals must meet the minimum qualifications and will be evaluated and scored according to the technical evaluation criteria indicated below. A minimum of 180 points must be achieved for a proposal to be considered responsive.
- e) Cost proposals less than 2.8% of the total project cost of Two Hundred Ten Million Dollars and Zero Cents \$210,000,000.00 will be considered non-responsive. The margin of administrative costs to perform the Contract Management Services for this RFP is minimal; therefore, in our estimation costs significantly lower than the 3% percent will compromise the quality of the services provided as required by this RFP.

Rating/Scoring Criteria	Maximum Possible Points
1. <b>Project Approach and Methodology</b> - Maximum possible score is 50 points.	50
2. <b>Company Experience</b> <ul style="list-style-type: none"> <li>a) Experience managing a large number of ecosystem contracts               <ul style="list-style-type: none"> <li>• &lt; 70 contracts currently being managed = 25 points</li> <li>• &lt; 60-69 contracts = 20 points</li> <li>• &lt; 59-50 contracts = 10 points</li> <li>• &lt; 49-45 contracts = 5 points</li> <li>• &lt; 44 contracts = 0 points</li> </ul> </li> <li>b) Experience managing a diverse array of technical contracts including ecosystem restoration projects to include: habitat restoration, fish screens, fish passage improvement, ecological process and fisheries research, feasibility studies, environmental documentation, and environmental education.               <ul style="list-style-type: none"> <li>• Experience in 7 or more of the above listed categories = 25 points</li> <li>• Experience in 5-6 of the above listed categories = 15 points</li> <li>• Experience in 4 or less than of the above listed categories = 0 points</li> </ul> </li> <li>c) Experience managing contracts for a diverse array of organizations including; state and federal agencies, non-profit organizations education institutions (UC, state, private firms, and private universities and community colleges).               <ul style="list-style-type: none"> <li>• Experience managing projects with all listed types of organizations = 25 points</li> <li>• Less than all listed organizations = 15 points</li> </ul> </li> </ul>	75
3. <b>Cost</b> The agreement resulting from this RFP will oversee and manage up to \$210,000,000 in total project contract costs (up to a maximum of 90 individual projects). <b>Compensation for this RFP must not exceed \$6,300,000.</b> Proposition 204 specifically limits administrative costs to three (3%) percent of total project costs. <ul style="list-style-type: none"> <li>• 3% = 96 points</li> <li>• 2.95% = 97 points</li> <li>• 2.90% = 98 points</li> <li>• 2.85% = 99 points</li> <li>• 2.80% = 100 points</li> <li>• Less than 2.8% = 0 points</li> </ul>	100
<b>Total Possible Points</b>	<b>225</b>

**6) Award and Protest**

- a) Notice of the proposed award shall be posted in a public place in the office of the CALFED Bay Delta Program, and on the CALFED Bay-Delta Program internet site: <http://calfed.ca.gov/ContractingOpportunities/ContractingOpportunities.shtml> for five (5) working days prior to awarding the agreement.
- b) If any proposer, prior to the award of agreement, files a protest with the CALFED Bay Delta Program and the Department of General Services, Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- c) Within five (5) days after filing the initial protest, the protesting proposer shall file a detailed and complete written statement specifying the grounds for the protest and must submit written protest to both agencies as follows:

**ERP-RFP # 10057706  
CALFED Bay-Delta Program**

**Attention: [Rachel G. Russell](#)**  
Contract Analyst, CALFED Contracts Section  
Department of Water Resources  
1416 Ninth Street, Room 1155  
Sacramento, CA 95814

Department of General Services  
Office of Legal Services  
Attention: Protest Coordinator  
707 Third Street, 7<sup>th</sup> Floor  
West Sacramento, CA 95605  
Fax: (916) 237-3916

Protests may be sent by regular mail, fax, courier or personal delivery. Protestants should include their fax numbers if they have one.

- d) Upon award of the agreement, Contractor must sign and submit to the awarding agency, page one (1) of the Contractor Certification Clauses (CCC 201) which can be found on the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

**7) Disposition of Proposals**

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a proposer's proposal, shall be held in the strictest confidence until the "Letter of Intent" is posted.

## 8) Standard Conditions of Service

- a) Contractor selected to provide Contract Management Services shall be available to start within 30 days, or on the express date set by the awarding agency and the Contractor, **after all approvals have been obtained and the agreement is fully executed.** Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement.
- b) All performance under the agreement awarded resulting from this RFP shall be completed on or before the termination date of the agreement.
- c) The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed at the following website:  
<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.
- d) No amendment or variation of this RFP or terms of a contract shall be valid unless made in writing, signed by the parties and approved in writing as required. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

## D. Preference Programs

1. Complete the 3-page application. You may complete the application online, then print and sign it; **or** print the application and then fill it out manually using a typewriter.
  - If you are applying for both Small Business and DVBE certifications, complete the entire Small Business application and ONLY Sections 1A, 3, 4, and 5 of the DVBE application. You must submit the Required Supporting Documents specified on both applications.
  - **Application data entered online (via Acrobat Reader) cannot be saved and edited later. You must print your completed application before closing the Acrobat Reader.**
  - If you choose the online method of completing your application, you must complete the ENTIRE application online before printing it. The application has been programmed to accept certain information based on your specific field selections. Changes made after printing the application could result in incomplete or incorrect information, which may delay your certification results.

2. Submit your completed and signed application and the Required Supporting Documents specified on the application to:

Office of Small Business and DVBE Certification  
PO Box 989052  
West Sacramento, CA 95798-9052

3. Select your appropriate Certification Application type:

[Small Business Certification Application , STD. 813](http://www.documents.dgs.ca.gov/pd/smallbus/std813.pdf) (NEW 1/2001) and/or

<http://www.documents.dgs.ca.gov/pd/smallbus/std813.pdf>

[Disabled Veteran Business Enterprise \(DVBE\) Certification Application, STD. 812](http://www.documents.dgs.ca.gov/pd/smallbus/std812.pdf) (REV. 1/2001)

<http://www.documents.dgs.ca.gov/pd/smallbus/std812.pdf>

The standard contract language for the preference programs can be found at the Internet web sites listed below:

Small Business Enterprise and DVBE Certification –  
<http://www.pd.dgs.ca.gov/smbus/default.htm>

To view either the Small Business Certification and Participation Program or the DVBE requirements package, go to the web sites listed. If the proposer requires additional information or forms, the required forms and information packet can be obtained from:

Lorie Hall, DVBE Coordinator  
Small Business Advocate & DVBE Program Advocates  
Department of Water Resources  
1416 Ninth Street, Room 315  
Sacramento, CA 95814  
Tel: (916) 651-9705  
Fax: (916) 653-6476  
E-mail: [hall@water.ca.gov](mailto:hall@water.ca.gov)

#### E. Required Attachments

The standard contract language for the Disabled Veteran Enterprise Program (DVBE) can be found at the Internet web site

To view the DVBE package and obtain the required submittal forms go to the web site listed for DVBE.

Disabled Veteran Business Enterprise Program (DVBE):  
<http://www.pd.dgs.ca.gov/dvbe/default.htm>

Public Contract Code 10115 requires that all eligible bidders submit Disabled Veteran Business Enterprise (DVBE) Participation Requirement Documentation with their bids unless the solicitation document provides alternate instructions. The Department highly recommends that Proposers obtain pre-approval of their DVBE documents **prior to** submitting their proposal. **Proposers should fax their DVBE documentation for review to the DVBE Advocate at (916) 653-6476.** Please call (916) 651-9705 to alert the Advocate that you are faxing your documentation. The Advocate will review DVBE documents for compliance. If the documentation is not in compliance, the Advocate will contact you and advise you regarding what additional steps need to be taken or what revisions are required for your documents to be compliant. Please fax your information at least five (5) days prior to the bid submittal date to allow enough time for the Advocate to review your faxed documents and for any actions you may need to complete. When the DVBE package has been approved, the Advocate will fax a Notification of Compliance to you stating that the documentation complies with State laws and policies. Include this notification with the bid to show that it has been pre-approved.

All proposal submittals must include the completed DBVE forms. If, the proposer is unable to comply with the DVBE contracting and participation requirements; the proposer must submit a completed "Good Faith Effort" form.

**Refer to the following pages for additional Required Attachments that are a part of this RFP.**

**ATTACHMENT 1**

**ATTACHMENT CHECK LIST**

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark (✓) or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be completed and returned. This checklist should be returned with your proposal package.

<b><u>Attachment</u></b>	<b><u>Attachment Name/Description</u></b>
_____ Attachment 1	Required Attachment Check List (required)
_____ Attachment 2	Required License or Certification Sheet (required)
_____ Attachment 3	Cost Sheets – <b>Signed Worksheet 1</b> and <b>Signed Worksheet 2</b> (required)
_____ Attachment 4	Proposer References (optional)
_____ Attachment 5	Disabled Veteran Business Enterprise Participation Bid Forms and Instructions can be accessed through this web site <a href="http://www.pd.dgs.ca.gov/dvbe/default.htm">http://www.pd.dgs.ca.gov/dvbe/default.htm</a>
_____ Attachment 6	Payee Data Record STD 204 (required) form can be accessed through this web site: <a href="http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf">http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf</a>
_____ Attachment 7	Contractor Certification Clauses (CCC 201). (required) The CCC 201 can be found on the Internet at <a href="http://www.ols.dgs.ca.gov/Standard+Language/Archive/cc201.htm">http://www.ols.dgs.ca.gov/Standard+Language/Archive/cc201.htm</a> Page one (1) must be signed and submitted prior to the award of the agreement.



**ATTACHMENT 2**

**REQUIRED LICENSE OR CERTIFICATION INFORMATION SHEET**

This Required License or Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. Documentation and instructions for completing the Certification Sheet is on **Attachment 2-A**. The proposal must be transmitted in a sealed envelope in accordance with the RFP instructions.

**Do not return Section C, Proposal Requirements and Information nor the "Sample Agreement" at the end of this RFP.**

- A. The all-inclusive cost proposal is submitted in a sealed envelope marked "**Cost Proposal - Do Not Open**".
- B. Place all required attachments behind this certification sheet.
- C. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An Unsigned License or Certification Information Sheet  
May Be Cause For Rejection**

1. Company Name	2. Telephone Number (     )	2a. Fax Number (     )
3. Address		
Indicate your organization type: 4. <input type="checkbox"/> Sole Proprietorship      5. <input type="checkbox"/> Partnership      6. <input type="checkbox"/> Corporation		
Indicate the applicable employee and/or corporation number: 7. Federal Employee ID No. (FEIN)      8. California Corporation No.		
Indicate applicable license and/or certification information: 9. Contractor's State Licensing Board Number      10. PUC License Number CAL-T-      11. Required		
12. Proposer's Name (Print)		13. Title
14. <b>Signature</b>		15. Date
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as: a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number:      If yes, enter your service code below: _____      _____ <b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked " <b>Yes</b> ". Date application was submitted to OSBCR, if an application is pending:		

**ATTACHMENT 2-A**

**Completion Instructions for Required License or Certification Information Sheet**

Complete the numbered items on the  
Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete, if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified for one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

**ATTACHMENT 3 - A**  
**COST PROPOSAL WORKSHEET**  
**Worksheet No. 1**

<b>DIRECT LABOR</b>	<b>HOURS</b>	<b>RATE</b>	<b>TOTAL</b>
Lead Contract Manager	_____ @	_____	_____
Contract Manager(s)	_____ @	_____	_____
Certified Public Accountant	_____ @	_____	_____
Clerical	_____ @	_____	_____
			\$ _____
<b>SUBCONTRACTOR(S) COST ITEMIZED<sup>1</sup></b>			\$ _____
<b>INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)</b>			
Overhead Rate	_____	_____	
Fringe Benefits	_____	_____	
			\$ _____
<b>DIRECT COSTS (EXCEPT LABOR)</b>			
Travel Costs <sup>2</sup>		_____	
Equipment and Supplies (Itemized) <sup>1</sup>		_____	
Other Direct Costs (Itemized) <sup>1</sup>		_____	
			\$ _____
<b>FEE (PROFIT)</b>			\$ _____
<b>TOTAL COSTS (indicate Worksheet 1 or Worksheet 2)</b>			\$ _____

Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Print Name and Title of Authorized Signatory

<sup>1</sup> Provide itemized costs on a separate sheet and attach all itemized and detail cost sheet(s) to the appropriate Worksheet No. the information supports.

<sup>2</sup> Contractor may be reimbursed for necessary travel and per diem expenses at rates not to exceed those applicable to non-represented State employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations.

**ATTACHMENT 3 - B**  
**COST PROPOSAL WORKSHEET**  
**Worksheet No. 2**

<b>DIRECT LABOR</b>	<b>HOURS</b>	<b>RATE</b>	<b>TOTAL</b>
Lead Contract Manager	_____ @	_____	_____
Contract Manager(s)	_____ @	_____	_____
Certified Public Accountant	_____ @	_____	_____
Clerical	_____ @	_____	_____
			\$ _____
<b>SUBCONTRACTOR(S) COST ITEMIZED<sup>3</sup></b>			\$ _____
<b>INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)</b>			
Overhead Rate	_____	_____	
Fringe Benefits	_____	_____	
			\$ _____
<b>DIRECT COSTS (EXCEPT LABOR)</b>			
Travel Costs <sup>4</sup>		_____	
Equipment and Supplies (Itemized) <sup>3</sup>		_____	
Other Direct Costs (Itemized) <sup>3</sup>		_____	
			\$ _____
<b>FEE (PROFIT)</b>			\$ _____
<b>TOTAL COSTS (indicate Worksheet 1 or Worksheet 2)</b>			\$ _____

Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Print Name and Title of Authorized Signatory

<sup>3</sup> Provide itemized costs on a separate sheet and attach all itemized and detail cost sheet(s) to the appropriate Worksheet No. the information supports.

<sup>4</sup> Contractor may be reimbursed for necessary travel and per diem expenses at rates not to exceed those applicable to non-represented State employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations.

**ATTACHMENT 4**  
**(Optional)**  
**PROPOSER REFERENCES**

Submission of this attachment is (optional). Failure to complete and return this attachment with your proposal **will not** cause your proposal to be rejected and deemed non-responsive. If the evaluators determine your proposal to be the most technically responsive, responsible proposal, you may be called upon to provide this information prior to a contract being awarded.

List below three references of similar types of services performed within the last five years. If three references cannot be provided, please explain why on an attached sheet of paper.

**REFERENCE 1**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

**REFERENCE 2**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

**REFERENCE 3**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

**ATTACHMENT 5**  
**Disabled Veteran Business Enterprise (DVBE)**  
**Certification and Participation Program**

**To view the documents and information and to complete the forms for the DVBE program go to:**

<http://www.pd.dgs.ca.gov/dvbe/default.htm>

**Purpose**

The State of California acknowledged disabled veterans for their service by establishing the Disabled Veteran Business Enterprise (DVBE) Participation Program. The program intends to further their participation in state contracting, promote competition and encourage greater economic opportunity.

**Description**

The State of California established a DVBE participation goal of at least three percent. The goal applies to the overall dollar amount expended each year by the awarding department. Each state agency is to establish a method for monitoring compliance with the goal. Awarding departments have the discretion to include the program goal within individual contracts.

For each applicable contract, prime contractors must achieve the minimum DVBE participation goal or demonstrate they made a "Good Faith Effort" to achieve participation. The law intends DVBE participation, however should a bid be submitted with less than minimum participation, to be program responsive the prime contractor must make and document their efforts to attain participation.

**The five legally defined "Good Faith Effort" steps are:**

1. Contact was made with the awarding department to identify DVBEs.
2. Contact was made with other state and federal agencies and with local DVBE organizations to identify DVBEs.
3. Advertising was published in trade papers and papers focusing on DVBEs, unless time limits imposed by the awarding department do not permit that advertising.
4. Invitations to bid were submitted to potential DVBE contractors.
5. Available DVBEs were considered.

**Authority**

Public Contract Code, Part 2, Division 2, Chapter 1, Article 1.5, Section 10115 et seq.; California Military and Veterans Code, Article 6, Section 999 et seq.; and California Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 10.5, Sections 1896.60 - 1896.67 and 1896.90 - 1896.98

**Participation Program Requirements - Please Read these Instructions Carefully**

Public Contract Code Section 10115 et seq. establishes a contract participation goal of at least three percent (3%) for disabled veteran business enterprise (DVBE). This goal applies to a state agency's overall contracting program. State agencies have the discretion to apply the DVBE participation goal to individual contracts. DVBE participation requirements are included for this contract. This solicitation attachment provides program information and bidder responsibilities for the DVBE Participation Program. Bidders must meet DVBE Participation Program requirements to be viewed as a responsive bidder and considered for contract award. Failure to submit a complete response may result in a non-responsive determination, in which case the bid will be rejected.

**ATTACHMENT 5 - Continued**  
**Disabled Veteran Business Enterprise (DVBE)**  
**Certification and Participation Program**

For bid response assistance, please contact the contracting official below:

Lorie Hall, DVBE Coordinator  
Small Business Advocate  
Department of Water Resources  
1416 Ninth Street, Room 315  
Sacramento, CA 95814  
Tel: (916) 651-9705  
Fax (916) 653-6476  
E-mail: [hall@water.ca.gov](mailto:hall@water.ca.gov).

The Office of Small Business Certification and Resources (OSBCR) offers program information and may be reached at:

Department of General Services  
Office of Small Business & DVBE Certification  
707 3rd Street 1st Floor Room 400  
West Sacramento, CA 95605  
Homepage: <http://www.pd.dgs.ca.gov/smbus>  
Receptionist: (916) 375-4940 or (800) 559-5529  
24-Hour Recording & Mail Request call (916) 322-5060  
Fax: (916) 375-4950

**DVBE PARTICIPATION PROGRAM COMPLIANCE OPTIONS**

Before you begin to prepare your bid response, you will need to determine which option you will use and document to meet DVBE Participation Program requirements:

Commitment to Contract Participation - Meet or exceed the goal of at least 3% DVBE participation for this solicitation and document that commitment. Should efforts result in partial or no participation, you must document your "good faith efforts" to attain DVBE participation for this solicitation to meet DVBE Participation Program requirements. Option A instructions are included below.

Business Utilization Plan - Submit with your bid a copy of your firm's "Notice of Approved DVBE Business Utilization Plan". Additional Option B information is provided on page 4.

NOTE: Business Utilization Plans must address DVBE participation and apply only to procurements for materials, supplies and equipment, including electronic data processing and telecommunication goods and services.

**OPTION A - Commitment to Contract Participation**

Meet or exceed DVBE participation goal of at least 3% for the proposed contract by one of the following two (2) ways:

If you are a non-DVBE bidder: Commit to use DVBE(s) for at least 3% of the contract bid amount.  
If you are a DVBE bidder: Commit to perform at least 3% of the contract bid amount with your firm or in combination with other DVBE(s).

**ATTACHMENT 5 - Continued**  
**Disabled Veteran Business Enterprise (DVBE)**  
**Certification and Participation Program**

To Document DVBE Participation: Use the "Disabled Veteran Business Enterprise Participation Summary", form STD 840, proposed 03/98.

DVBE Certification: OSBCR-DVBE certification is the only acceptable certification.

NOTE: Bidders must include certification verification for each participating DVBE bidder, subcontractor, and/or supplier.

Should full goal attainment not be achieved, your "good faith efforts" must be documented to meet DVBE Participation Program requirements prior to the solicitation due date, by completing Exhibit A in its entirety. Bidders are encouraged to seek at least partial DVBE participation.

**GOOD FAITH EFFORT**

NOTE: All efforts intend to identify and attain DVBE participation.

**Step 1** - Outreach, Awarding Department - Contact the contracting official identified for this bid to identify potential DVBE subcontractors/suppliers. Document contact(s) and results on Exhibit A.

**Step 2** - Outreach, Other State, Federal and Local Organizations -

State - Contact the OSBCR to identify certified DVBEs. An Internet Certified DVBE Query Report is available at <http://www.pd.dgs.ca.gov/dvbe/default.htm> or a listing may be requested by calling (916) 322-5060.

**Document contact and results.**

Federal - No contact necessary as no viable federal contacts are currently known. NOTE: Awarding departments will require this contact should viable federal contacts become available.

Local - The OSBCR publishes the "DVBE Resource Packet" to assist bidders in meeting this requirement. The "DVBE Resource Packet" is available on the Internet at <http://www.documents.dgs.ca.gov/pd/dvbe/resource.pdf> or may be requested by calling (916) 322-5060. Document request and results. Contact listed local organizations to identify potential DVBE subcontractors/suppliers. Document contact(s) and results on Exhibit A.

**Step 3** - Advertisements - Advertise in at least one trade and one focus publication (minimum two ads). List publication NAME(s) and advertisement dates on Exhibit A. Include copies of ads with bid.

NOTE: Advertising is mandatory unless the solicitation document specifically waives the requirement due to time constraints.

Advertising must be published more than 14 days prior to the bid opening date.

Sample ad content: (YOUR COMPANY NAME) IS SEEKING QUALIFIED DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) SUBCONTRACTORS &/OR SUPPLIERS TO PROVIDE (WHAT) FOR (PROJECT) (LOCATION) CONTACT: (NAME, ADDRESS, TELEPHONE, FAX, E-MAIL) BIDS DUE: (DATE/TIME) (SOLICITATION NUMBER)



**ATTACHMENT 5 - Continued**  
**Disabled Veteran Business Enterprise (DVBE)**  
**Certification and Participation Program**

In accordance with PCC Section 10115.2(b)(3), bidders must advertise in one trade and one focus publication unless the DVBE goal is satisfied. The OSBCR publishes a list of trade and focus publications to assist bidders in meeting these contract requirements. To obtain a list, please contact the OSBCR and request the "DVBE Resource Packet" at:

Department of General Services  
Office of Small Business & DVBE Certification  
707 3rd Street 1st Floor Room 400  
West Sacramento, CA 95605  
**Homepage:** <http://www.pd.dgs.ca.gov/smbus>  
Receptionist: (916) 375-4940 or (800) 559-5529  
24-Hour Recording & Mail Request call (916) 322-5060  
Fax: (916) 375-4950

**Step 4** - Invitations to Bid - Invite identified DVBE subcontractors/suppliers to bid. Steps 1-3 should have produced a list of potential DVBEs.

Solicitation Sample - Include a sample of the solicitation sent (letter, fax, e-mail) or discussed (by phone) with DVBE firms. If contact was by phone, document the conversation, date, time, contact person, and business opportunities discussed.

Bidders List - Include the list of DVBEs invited to bid.

**Step 5** - Consider responses - Bidders must consider responding DVBEs for contract participation. Consideration should be based upon business reasons and the same criteria applies to all potential subcontractors/suppliers. List on Exhibit A those firms from your bidders list that responded to your,

**Step 6** - Invitation to Bid. Indicate using the word "selected" if a firm was selected for participation or provide the business reason for non-selection. NOTE: Firms shown as selected are to be listed on form STD 840, <http://www.documents.dgs.ca.gov/pd/dvbe/std840.pdf>, proposed 03/98. If you have exhausted all avenues to attain DVBE bid responses, and no responses were received, indicate "none" on form STD 840, proposed 03/98.

**OPTION B - Business Utilization Plan**

PCC Section 10115.15 permits bidders to submit DVBE Business Utilization Plans to satisfy DVBE Participation Program requirements. The Business Utilization Plans:

Are annually approved by the Department of General Services (DGS), Procurement Division (PD), Small Business Resource Unit and address DVBE participation. The annual approval process includes a prior year compliance evaluation.

Apply only to procurements for materials, supplies and equipment, including electronic data processing and telecommunications goods and services.

Address statutory information requirements.

Must be submitted prior to the bid due date and subsequently approved to satisfy DVBE Participation Program requirements.

**ATTACHMENT 5 - Continued**  
**Disabled Veteran Business Enterprise (DVBE)**  
**Certification and Participation Program**

DVBE Business Utilization Plans do not satisfy DVBE participation requirements for construction or non-EDP service contracts or contracts having DVBE goals which exceed those contained in the bidder's approved Business Utilization Plan.

Instructions for the preparation and submission of DVBE Business Utilization Plans may be obtained by contacting the DGS:

Office of Small Business and DVBE Certification  
P.O. Box 989052  
West Sacramento, CA, 95798-9052  
or by calling Tel: (916) 375-4940

**CONTRACT AUDITS**

Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the contract, including but not limited to reports of payments made to subcontractors during the term of the contract. Contractor agrees to provide the State or its delegate access to its premise, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

**ATTACHMENT 6**  
**Payee Data Record (Std 204)**

Proposer must complete this form and submit the completed form with the proposal.  
Payee Data Record (Std 204) form can be accessed at this web site:

<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>

**ATTACHMENT 7**  
**Contractor's Certification Clauses (CCC 201)**

**To fill out the form go to:**

**<http://www.ols.dgs.ca.gov/Standard+Language/Archive/ccc201.htm>**

**G. Appendix**

- 1. Sample Proposal Title Page**
- 2. Evaluation Checklist**

## **SAMPLE PROPOSAL TITLE PAGE**

### **Response to RFP NO. 10057706 Ecosystem Restoration Program (ERP) Contract Management Services**

**Firm Name:** \_\_\_\_\_

**Firm Address:** \_\_\_\_\_

**Firm Telephone No.:** \_\_\_\_\_

**Proposal Date:** \_\_\_\_\_

**Contact Person:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Tel. No.:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Authorized Signatory:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Tel. No.:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**ERP-RFP # 10057706  
EVALUATION CHECKLIST**

**Minimum Proposal Requirements Reviewed by:**

Rachel Russell \_\_\_\_\_  
Signature Date

- \_\_\_\_\_ Time and Date Received \_\_\_\_\_  
\_\_\_\_\_ Original Signatures on Title Page, Cost Proposals, and Forms  
\_\_\_\_\_ Total number of envelopes (1 original + 4 copies = 5)  
\_\_\_\_\_ Compliance with Format, Information, Attachment Requirements
- \_\_\_\_\_ 1. Sealed
  - \_\_\_\_\_ 2. Envelope Title Format – complete
  - \_\_\_\_\_ 3. Title Page
  - \_\_\_\_\_ 4. Minimum 10 point font
  - \_\_\_\_\_ 5. Maximum 10 pages (excluding title page, exhibits, attachments)
  - \_\_\_\_\_ 6. List of Project Personnel including a Resume for each  
( [1] Lead Contract Manager, [3] Contract Managers, [1] CPA)
  - \_\_\_\_\_ 7. Project Approach & Methodology Narrative
  - \_\_\_\_\_ 8. Attachment Check List
  - \_\_\_\_\_ 9. License or Certification Sheet
  - \_\_\_\_\_ 10. Signed Cost Proposal Worksheet 1
  - \_\_\_\_\_ 11. Signed Cost Proposal Worksheet 2
  - \_\_\_\_\_ 12. DVBE Participation Bid Forms
  - \_\_\_\_\_ 13. "Good Faith Effort" Forms
  - \_\_\_\_\_ 14. Payee Data Record STD 204
  - \_\_\_\_\_ 15. Contractor Certification Clauses (CCC 201)
  - \_\_\_\_\_ 16. Required attachments included & meets at least 4 of the 5  
format requirements
- \_\_\_\_\_ Cost Proposal NTE 3% \$6,300,000.00 – Aggregate Total of Worksheet 1 & 2
- 3% = 96 pts \$6,300,000.00
  - 2.95% = 97 pts \$6,195,000.00
  - 2.90% = 98 pts \$6,090,000.00
  - 2.85% = 99 pts \$5,985,000.00
  - 2.80% = 100 pts \$5,880,000.00

[ ] YES [ ] NO Is Proposal Responsive to Minimum Requirements

[ ] YES [ ] NO **PROCEED WITH TECHNICAL EVALUATION**

**FIRM NAME:** \_\_\_\_\_

**Proposer No.** \_\_\_\_\_





## SMALL BUSINESS PREFERENCE PROGRAM Instructions & Guidelines for Applying Calculation Method

### 1. How the Preference Program Works (SCM 8.21)

Certified small businesses can claim the five percent preference when submitting a bid on a state contract. The five percent preference is used only for computation purposes, to a maximum of \$50,000, to determine the winning bidder and does not alter the amounts of the resulting contract. A contract awarded on the basis of the five percent preference, is awarded to the small business for the **actual amount of their bid**.

### 2. The method used in determining the successful bidder for an RFP Secondary follows:

- a) Calculate the "earned" score for all bidders.
- b) If the highest scored proposal is from a non-certified small business, then:
  - 1) Calculate five percent (5%) of the cost component received from the highest scored proposal
  - 2) Subtract the amount calculated above from the cost component of all the certified small businesses. This new amount will be the "evaluation" amounts for the certified small business, and the actual bid amounts received from non-certified small businesses.
  - 3) Apportion the cost points for all bidders, using the "evaluation" amounts for the certified small business, and the actual bid amounts received from non-certified small businesses.
  - 4) Use the re-apportioned cost points along with the previously scored portions of the bids to arrive at a new total point count for each bid.
  - 5) Award of the contract must go to the bidder with the highest point count.

### 3. An example of applying the small business preference to an RFP secondary follows:

Bidders (*indicates certified small business)	A*	B	C*	D
Criteria 1 (15 max points)	11	13	13	12
Criteria 2 (25 max points)	21	21	14	19
Criteria 3 (30 max points)	18	15	15	18
Cost (30 max points)	29.1	30.0	28.3	29.7
(Cost points awarded are based on these bid amounts)	(\$103)	(\$100)	(\$106)	(\$101)
Total "earned" points for each bidder	79.1	80.0	70.3	78.7

Bidder B's was the highest scored proposal, a non-certified small business. Therefore, the cost points must be re-apportioned after application of the five percent calculation of B's bid amount. B's bid amount is \$100.00 5% of \$100.00 is \$5.00. All bid amounts from certified small businesses will be reduced by this amount (\$5.00). After arriving at new "evaluation" amounts for the certified small businesses, new cost points must be apportioned, using the new "evaluation" amounts as follows:

Note: points established for other criteria for each bidder do not change. Only the points associated with the price component are re-apportioned.

Cost (30 max points)	30.0	29.4	29.1	29.1
(new cost points based on these revised bid amounts after applying the preference)	(\$98)	(\$100)	(\$101)	(\$101)
Total final points for each bidder	80.0	79.4	71.1	78.1

The highest scored proposal is now the proposal received from A, a certified small business. The contract award amount will be A's original bid amount, not the amount used for evaluation purposes.

**G. LIST OF SAMPLE STANDARD AGREEMENT**

**Note to Bidders:**

The following Exhibits represent a sample of the contract between CALFED Bay Delta Program and the Contractor (awarded the Contract Management Services), as a result of this RFP. Please review it carefully and present any questions in writing to the contact identified for this RFP.

**1. Contract Management Services Sample Agreement**

- a) STD 213 – Sample Standard Agreement
- b) Exhibit A – Scope of Work
- c) Exhibit B – Budget Detail and Payment Provisions
- d) Exhibit C – State of California General Terms and Conditions  
<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>
- e) Exhibit D – Special Terms and Conditions
- f) Exhibit E – Travel and Per Diem Reimbursement Guidelines

**2. Sample Recipient Agreement – Exhibit F**

Subcontractors for the \$210,000,000 Ecosystem Restoration Projects (up to 90 individual projects)

**SAMPLE - STANDARD AGREEMENT**

STD 213 (Rev 09/01)

AGREEMENT NUMBER <b>XXX-XXXX-XXXX</b>
--

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**Resources Agency/Calfed Bay-Delta Program**

CONTRACTOR'S NAME

**Contractor Name – ERP - Contract Management Services**



2. The term of this Agreement is: **To be determined at time of contract award.** through
3. The maximum amount of this Agreement is: **\$ 6,300,000.00**  
**Not to Exceed: Six Million Three Hundred Thousand Dollars and Zero Cents**
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	XX pages
Exhibit B – Budget Detail and Payment Provisions	XX pages
Exhibit C* – General Terms and Conditions	
Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	XX pages
Exhibit E – Travel and Per Diem Expenses	XX pages
Exhibit F – Sample Recipient Agreement	XX pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>Contractor Firm Name</b>		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Name of Contractor's Authorized Signatory</b>		
ADDRESS <b>Contractor's Complete Address</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>The Resources Agency</b>		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Mary D. Nichols, Secretary for Resources</b>		
ADDRESS 1416 Ninth Street, 13 <sup>th</sup> Floor Sacramento, CA 95814		

**EXHIBIT A – SCOPE OF WORK**

**SAMPLE  
SCOPE OF WORK  
FOR  
ECOSYSTEM RESTORATION PROGRAM (ERP)  
CONTRACT MANAGEMENT SERVICES**

**WORK TO BE PERFORMED:**

**A. Background Information:**

The CALFED Bay-Delta Program was established to reduce conflicts in the Bay-Delta system by solving problems in ecosystem quality, water quality, water supply reliability, and levee system integrity. The mission of the CALFED Bay-Delta Program is to develop a long-term, comprehensive plan that will restore the ecological health and improve water management for beneficial uses of the Bay-Delta system. The Ecosystem Restoration Program (ERP) is the principal Program component designed to restore the ecological health of the Bay-Delta ecosystem. The approach of the ERP is to restore or mimic ecological processes and to increase and improve aquatic and terrestrial habitats to support stable, self-sustaining population of diverse and valuable species. The ERP will also help fulfill the mission of improving water management for the beneficial uses of the Bay-Delta system.

The ERP identifies over 600 programmatic actions that, after being refined and prioritized, will be implemented throughout the Bay-Delta ecosystem and near-shore ocean environment over the 30 or more year implementation period of the program.

The purpose of this contract is to provide contract management services to CALFED Ecosystem Restoration Program funded by Proposition 204. This allows the Resources Agency to provide Proposition 204 funds (passed by the voters on November 5, 1996) for contract management oversight services for CALFED Restoration Program ecosystem restoration. Projects included in this contract will include those selected through the 2002 Proposal Solicitation Package (PSP).

The contractor will oversee up to \$210,000,000 in contracts (up to a maximum of 90 individual projects). Maximum compensation for this agreement shall not exceed \$6,300,000, which represents 3% administrative costs for the total project amounting to \$210,000,000. Proposition 204 specifically limits administrative costs to three (3) percent of project costs. This agreement will not result in the transfer of funds earmarked for individual projects (up to \$210,000,000 for up to 90 projects) to the contract management contractor. Funds for these individual projects will remain with the State and shall be invoiced by grant recipients (through the contractor/DWR approval process). The contractor performing contract management services shall submit invoices for administrative services based upon the invoice schedule provided in the agreement.

## EXHIBIT A – SCOPE OF WORK

This contract will utilize the phased implementation and funding shall be released by phase as shown in the chart:

Phases	ERP Project Costs	3% Contract Management Fees
Phase I	\$60,000,000	\$1,800,000
Phase II	\$150,000,000	\$4,500,000
TOTALS	\$210,000,000	\$6,300,000

**B. Project Objectives:**

1. Provide overall contract management, and administrative oversight services to grant recipients of Proposition 204 funds for the **Ecosystem Restoration Program**.
2. Ensure that individual contracts and contract deliverables are successfully completed consistent with the project schedule and budget.

**C. Scope of Work:**

**Task 1. Prepare Recipient Agreements:**

Prepare and enter into Recipient Agreements (RAs) with grant recipients identified in the programmatic task order(s). A model Recipient Agreement (shown as Exhibit F of the RFP) will be provided. The Model Recipient Agreement shall be the basis for all Recipient Agreements. Contractor shall work with grant recipients to develop an acceptable scope of work for each recipient agreement that will ensure the project can be successfully implemented and meet the stated goals of the project proposal as reviewed and approved through the Proposal Solicitation Package process.

Recipient Agreements should be executed as soon as possible pending the submission of required documentation from the recipient. Reports indicating which projects have executed RAs should be submitted to CALFED on a quarterly basis.

**Task 1 Deliverable(s):** Provide quarterly progress reports listing executed Recipient Agreements. Immediately upon execution of a RA, submit a copy to CALFED.

**Task 2. Manage Recipient Agreements:**

For the purpose of this contract, the Contractor shall provide all administrative services associated with performing and completing the work for this project. Management and administrative tasks shall include: contract management and oversight, budget review, project schedule and deliverables review, coordination, report preparation, invoicing, and all other tasks that may be necessary to complete the scope of work specified in the agreement.

## EXHIBIT A – SCOPE OF WORK

Administer Recipient Agreements (RAs) with recipients, including:

- a. Prepare project task orders to implement scope of work for each Recipient Agreement. Task orders should be executed as soon as possible pending the submission of required documents from the recipient.
- b. Track and submit deliverables prepared under the Recipient Agreements to CALFED. Deliverables should be submitted immediately upon receipt to CALFED. A list of deliverables for each project should be maintained. Delinquent deliverables should be reported to CALFED on a semi-annual basis.
- c. Notify CALFED of any proposed amendments to Recipient Agreement and prepare supporting documentation.
- d. Conduct general fiscal oversight and tracking for projects, and submit reports at CALFED's request.
- e. Review recipient invoices against Recipient Agreement, Project Task Orders, and Budget and forward approved invoices to CALFED for final approval and payment by DWR. Undisputed invoices should be submitted to CALFED within five (5) working days from receipt of the invoice.
- f. Review and forward Recipient quarterly programmatic and fiscal reports to CALFED.
- g. Function as the CALFED point of contact for projects and work to resolve issues and any impediments to the completion of projects. Work with grant recipients on questions about project implementation. Confer with CALFED staff or their designated representatives regarding technical, program, contractual, and/or invoicing questions.
- h. Conduct at least one fiscal and one programmatic site visit per year for each individual project to verify recipient performance and reporting. To the extent possible, coordinate the site visits with CALFED staff or their designated representative. Prepare a progress report on site visits for all projects quarterly.

**Task 2 Deliverable(s):** Provide the following information and/or reports as indicated below:

Immediately (within 5 working days)	Quarterly	Semi-Annually
<ul style="list-style-type: none"> <li>Copies of executed RAs within 5 working days of execution</li> </ul>	<ul style="list-style-type: none"> <li>List of executed RAs</li> </ul>	<ul style="list-style-type: none"> <li>Submit progress report on site visits done for all projects</li> </ul>
<ul style="list-style-type: none"> <li>Submit reviewed &amp; pre-approved invoices</li> </ul>	<ul style="list-style-type: none"> <li>Programmatic &amp; fiscal progress reports</li> </ul>	<ul style="list-style-type: none"> <li>List of all delinquent deliverables for all active RAs</li> </ul>
<ul style="list-style-type: none"> <li>Submit deliverables completed for each active RA</li> </ul>	<ul style="list-style-type: none"> <li>List of all deliverables completed &amp; submitted for all RAs</li> </ul>	
<ul style="list-style-type: none"> <li>Provide CALFED with interim reports or information requested</li> </ul>		

## **EXHIBIT A – SCOPE OF WORK**

### **Task 3 Attend Meetings Related to Recipient Agreements**

Contractor shall attend all meetings where amendments to Recipient Agreements are being considered for approval and all contract administration meetings. Contractor shall attend meetings periodically at the request of the CALFED Contract Manager.

**Task 3 Deliverable(s):** Provide CALFED with a brief written report for each meeting.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **INVOICING AND PAYMENT:** Contractor shall submit three (3) copies of the invoice to the State only after receiving verbal or written notice of satisfactory completion or acceptance of work by the CALFED Contract Manager. **The State will not accept an invoice for which work has not been approved and will return the invoice as a disputed invoice to the Contractor.**

Invoices shall be submitted no more frequently than monthly in arrears bearing the contract number. Small business contractors **must** identify their certified small business status on the invoice.

**Milestones** - In consideration for the satisfactory completion of the services described herein, the State agrees to pay the Contractor, in arrears, upon receipt of an invoice in duplicate, for services rendered under this Agreement. The invoice shall be submitted by the Contractor in sufficient scope and detail to define the actual work performed and specific milestones completed, including a description of the activities of the Contractor and subcontractors and the hours expended to perform or complete those activities. The hourly rate for services rendered shall not exceed the rates set forth in this Agreement.

The Contractor shall be paid in arrears, upon submission of an original invoice using **CALFED Bay Delta Program's invoice format [see Sample Invoice Formats #1, 2, and 3]** that properly details all charges, expenses, direct and indirect costs. Submit three (3) copies of each invoice to the Contract Manager at the following address:

Campbell Ingram, Program Manager  
CALFED Bay-Delta Program  
1416 Ninth Street, Room 1155  
Sacramento, California 95814

Undisputed invoices shall be paid within 45 days of the date received by the Contract Manager and/or the Accounting Office, whichever date occurs later.

The original and two (2) approved copies of the invoice or payment request. Contractors who are certified as small businesses or recognized as non-profit organizations by the Office of Small Business Certification and Resources will be paid in accordance with California Government Code, Title 1, Section 926.15. Invoices for all other contractors shall be paid within 45 calendar days. In either situation, payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice or payment request. Failure to use the address exactly as provided above may result in return of the invoice or payment request to the Contractor. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. The Program Manager must approve all invoices.

The invoice shall contain the following information:

- 1) The word "INVOICE" should appear in a prominent location at the top of the page(s);
- 2) Printed name of the Contractor;
- 3) Business address of the Contractor, including P.O. Box, City, State, and Zip Code;
- 4) The date of the invoice;
- 5) The number of the agreement and Recipient Agreement number upon which the claim is based; and
- 6) An itemized account of the services for which the CALFED Bay Delta Program is being billed:
  - i. The time period covered by the invoice, i.e., the term "from" and "to";



**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

- ii. A brief description of the services performed;
- iii. In accordance with the requirements set forth in the State Contracting Manual, Section 7.33. B, the State may withhold, from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of that payment. The payment of the administrative fee will be pro-rated over the anticipated term of each programmatic task order. Ten percent (10%) of the administrative fee for each programmatic task order shall be withheld pending satisfactory completion of that programmatic task order.
- iv. The total amount due should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice;
- v. The total amount due shall include all costs incurred by the Contractor under the terms of this agreement; and,
- vi. Original signature of Contractor firm using preprinted letterhead invoices.

2. **BUDGET BREAKDOWN:**

For the purposes of this agreement, payment for contract management services shall be no more than once a month and shall not exceed the amount indicated for each phase of the agreement. The Contractor shall invoice based on percent complete by task and by phase.

A scope of work detailing the information required for each task will be included in the agreement.

Phases	ERP Project Costs	3% Contract Management Fees
Phase I	\$60,000,000	\$1,800,000
Phase II	\$150,000,000	\$4,500,000
<b>TOTALS</b>	<b>\$210,000,000</b>	<b>\$6,300,000</b>

3. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

4. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

5. **PERFORMANCE RETENTION**: In accordance with the requirements set forth in the State Contracting Manual, Section 7.33. B, the State may withhold, from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of that payment.

Payments prior to satisfactory completion of all work required by the agreement shall not exceed, in the aggregate, ninety percent (90%) of the total earned with the balance to be paid upon satisfactory completion of the agreement. CALFED Bay Delta Program shall retain from the Contractor's earnings for each period for which payment is made an amount equal to ten percent (10%) of such earnings, pending satisfactory completion and acceptance by CALFED of all deliverables and the completion of the agreement. The payment of the administrative fee will be pro-rated over the anticipated term of each programmatic task order. Ten percent (10%) of the administrative fee for each programmatic task order shall be withheld pending satisfactory completion of that programmatic task order.

In turn, the Contractor agrees to retain from the subcontractor's earnings for each period for which payment is made an amount equal to ten percent (10%) of such earnings, pending satisfactory completion and acceptance by CALFED of all deliverables specified in Task Orders and Recipient Agreements.

**SAMPLE INVOICE FORMAT # 1**  
**ERP-RFP # 10057706**

**CONTRACT MANAGEMENT SERVICES FIRM - COMPANY LETTERHEAD**

Date

To: CALFED Contract Manager  
Address:

**Summary Report No. 6**

**RECIPIENT INVOICE SUMMARY**

Prepared by Contract  
Management Services Firm  
for each batch of invoices  
submitted for payment.

Period: From July 1, 2002 to July 31, 2002  
Agreement No. 12345-003  
Contract Management Agreement Term: July 1, 2002 through June 30, 2005

RA No.	Contractor	Contract Value	Total Previous Invoice	Total Amt Held in Retention	Total Current Invoice Less 10%	Contract \$ Remaining
2002-001	UC Davis	\$ 1,000,000.00	\$ 600,000.00	\$ 66,000.00	\$ 90,000.00	\$ 300,000.00
2002-002	ABC Co	\$ 500,000.00	\$ 100,000.00	\$ 20,000.00	\$ 90,000.00	\$ 300,000.00
2002-003	XYZ Co	\$ 1,500,000.00	\$ 800,000.00	\$ 90,000.00	\$ 90,000.00	\$ 600,000.00
<b>TOTALS</b>		\$ 3,000,000.00	\$ 1,500,000.00	\$ 176,000.00	\$ 270,000.00	\$ 1,200,000.00

**Total Amount Payable:     \$     270,000.00**

The above information represents the current balances for the Recipient Agreements shown on this report.

If you have any questions, please call Mr. Smith at (999) 123-4567.

**Certified True and Accurate:**

\_\_\_\_\_  
Mr. Smith - Signature  
CPA, [Name of Contract Management Firm]

Attachments

**SAMPLE INVOICE FORMAT # 2**  
**ERP-RFP # 10057706**

**RECIPIENT AGREEMENT FIRM - COMPANY LETTERHEAD**

Date

To: CALFED Contract Manager  
Address:

Invoice No. 6

**INVOICE DETAIL [BY TASK- LIST ALL TASKS]**

Period: From July 1, 2002 to July 31, 2002  
Recipient Agreement (RA) No. 2002-002  
Agreement Term: July 1, 2002 through June 30, 2004

Task No	Task Budget	Total Previous Invoice	Total Amt Held in Retention	Total Current Invoice Less 10%	Contract \$ Remaining
1	\$ 150,000.00	\$ 100,000.00	\$ 12,500.00	\$ 22,500.00	\$ 15,000.00
2	\$ 50,000.00	\$ 25,000.00	\$ 3,500.00	\$ 10,000.00	\$ 11,500.00
3	\$ 300,000.00	\$ 150,000.00	\$ 25,000.00	\$ 90,000.00	\$ 35,000.00
<b>TOTALS</b>	\$ 500,000.00	\$ 275,000.00	\$ 41,000.00	\$ 122,500.00	\$ 61,500.00

**Total Amount Payable Inv # 6:                    \$ 122,500.00**

The above information represents the current balances for the RA # 2002-002..

If you have any questions, please call Mr. Smith at (999) 123-4567.

Certified True and Accurate:

\_\_\_\_\_  
Mr. Jones, Contractor Contract Manager  
Recipient Agreement Contractor

Attachments

**SAMPLE INVOICE FORMAT # 3**  
**ERP-RFP # 10057706**  
**CONTRACT MANAGEMENT SERVICES LETTERHEAD**

Date

Invoice No. 6

To: CALFED Contract Manager

Address:

**INVOICE DETAIL [FOR TIME & MATERIAL]**

Period: From July 1, 2002 to July 31, 2002  
Agreement No. 12345-003  
Contract Management Agreement Term: July 1, 2002 through June 30, 2005

Staff	Rate	Hrs	Total
Lead Manager	\$ 120.00	40.0	\$ 4,800.00
Contract Manager 1	\$ 80.00	160.0	\$ 12,800.00
Contract Manager 2	\$ 80.00	150.0	\$ 12,000.00
Contract Manager 3	\$ 80.00	120.0	\$ 9,600.00
CPA	\$ 100.00	80.0	\$ 8,000.00
Clerical	\$ 20.00	160.0	\$ 3,200.00
Total Labor			\$ 50,400.00
Indirect Costs			\$ 5,000.00
Travel			\$ 2,500.00
Equipment & Supplies			\$ 500.00
Other Direct Costs			\$ 250.00
<b>Total Charges Inv # 6:</b>			<b>\$ 58,650.00</b>
Less 10% Retention:			\$ (5,865.00)
Net Amount Payable:			<b>\$ 52,785.00</b>

**Total Amount Payable Inv # 6:** **\$ 52,785.00**

**Summary:**

<b>Agreement Budget:</b>	<b>\$ 3,800,000.00</b>
Cummulative Amount Invoiced to date:	\$ 500,000.00
Total Amount Held In Retention:	\$ 50,000.00
<b>Funds Remaining to date:</b>	<b>\$ 3,241,350.00</b>

The above information represents the current balances for Agreement No. 12345-003.

If you have any questions, please call Mr. Smith at (999) 123-4567.

Certified True and Accurate:

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Mr. Smith - Signature  
CPA, [Name of Contract Management Firm]

Attachments

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

**GO TO**

<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

**SPECIAL TERMS AND CONDITIONS**

**Subcontracts:** Contractor is responsible for all subcontracted work. Subcontracts must include all applicable terms and conditions as presented herein. Contractor must obtain at least three (3) competitive bids for all subcontracted work, or obtain Agency's approval for non-compliance with this requirement.

**Dispute Resolution:** Any claim that Contractor may have regarding the performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to CALFED within thirty days of its accrual. Contractor and CALFED shall then attempt to negotiate a resolution of the claim, and process an amendment to this Agreement to implement the terms of any such resolution.

**Rights in Data:** All data and information obtained and/or received under this Agreement shall be in the public domain. Contractor shall not sell or grant rights to a third party who intends to sell such product as a profit-making venture. Contractor shall have the right to disclose, disseminate and use, in whole or in part, any final form data and information received, collected, and/or developed under this Agreement, subject to inclusion of appropriate acknowledgment of credit to the State or the CALFED Program, and to all cost-sharing partners for their financial support. Contractor must obtain prior approval from CALFED to use draft data. Permission to use draft data will not be unreasonably withheld. CALFED will not disseminate draft data, but may make draft data available to the public upon request with an explanation that the data have not been finalized.

**Acknowledgment of Credit:** Contractor shall include appropriate acknowledgment of credit to the State, to the CALFED Program, and to all cost-sharing partners for their financial support when using any data and/or information developed under this Agreement.

**Standard of Professionalism:** Contractor shall conduct all work consistent with the professional standards of the industry and type of work being performed under the Agreement.

**Independent Status:** Contractor, and the officers, agents, and employees of Contractor, in the performance of the Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California, the CALFED agencies, the Resources Agency, or the Department of Water Resources.

**Contractor Evaluation:** Within sixty (60) days after the completion of this Agreement, the Contract Manager shall complete a written evaluation of Contractor's performance under this Agreement. If Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to Contractor within 15 working days of the completion of the evaluation. (PCC 10369).

**Force Majeure:** Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending part. Such acts shall included but shall not be limited to acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statues or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

**SPECIAL TERMS AND CONDITIONS**

**Labor Code/Workers' Compensation:**

Contractor certifies and is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms to comply with such provisions before commencing the performance of the work of this contract.

**Licenses and Permits:**

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) required by law for accomplishing any work required in connection with this contract.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the CALFED Bay Delta Program Contract Section a copy of your business license or incorporation papers for your respective States showing that your company is in good standing in that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

**Insurance Requirements:**

When Contractor submits a signed contract to the State, Contractor shall furnish to the State a certificate of insurance, stating that there is liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a) That the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
- b) That the State of California, its officers, agents, employees, and servants are included as additional insured, but only in so far as the operations under this contract are concerned.
- c) That the State will not be responsible for any premiums or assessment on the policy.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days notice prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.



**SPECIAL TERMS AND CONDITIONS**

The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type of amount of insurance.

**Conflict of Interest:**

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the actual appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- C. Employees of Contractor may be required to file a Statement of Economic Interests, FPPC Form 700, if determined to be consultants within the meaning of the Political Reform Act, Government Code section 81000 et seq..

## TRAVEL AND PER DIEM EXPENSES

### I. SHORT-TERM PER DIEM EXPENSES

- A. In computing reimbursement for continuous short-term travel of more than 24 hours and less than 31 consecutive days, the employee will be reimbursed for actual costs up to the maximum allowed for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's times of departure and return, as follows:

1. On the first day of travel on a trip of 24 hours or more:

Trip begins at or before 6 a.m.	Breakfast may be claimed on the first day.
Trip begins at or before 11 a.m.	Lunch may be claimed on the first day.
Trip begins at or before 5 p.m.	Dinner may be claimed on the first day.

2. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 a.m.	Breakfast may be claimed.
Trip ends at or after 2 p.m.	Lunch may be claimed.
Trip ends at or after 7 p.m.	Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may also be claimed. No meal or lodging expense may be claimed or reimbursed more than once on any given date or during any 24-hour period.

3. Reimbursement shall be for actual expenses, subject to the following maximum rates:

#### Meals

Breakfast	\$ 6.00	Receipts are not required for regular short-term travel meals
Lunch	\$ 10.00	
Dinner	\$ 18.00	
Incidentals	\$ 6.00	

#### Lodging

Statewide	Actual up to \$84.00 plus tax
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**When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.**

**When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.**

**If lodging receipts are not submitted, reimbursement will be for meals only at the rates and time frames set forth in B#1 below.**

- B. In computing reimbursement for continuous travel of less than 24 hours, actual expenses, up to the maximums in #3 above, will be reimbursed for breakfast and/or dinner and/or lodging in accordance with the following time frames:

## TRAVEL AND PER DIEM EXPENSES

1. Travel begins at or before 6 a.m. and ends at or after 9 a.m.: Breakfast may be claimed. Travel begins at or before 4 p.m. and ends at or after 7 p.m.: Dinner may be claimed. If the trip of less than 24 hours includes an overnight stay, receipted lodging may be claimed. No lunch or incidentals may be reimbursed on travel of less than 24 hours.
2. Employees on short-term travel who stay in commercial lodging establishments or **commercial campgrounds** will be reimbursed for actual lodging expenses substantiated by a receipt. Employees who stay with friends or relatives, or who do not produce a lodging receipt, will be eligible to claim meals only.

## II. LONG-TERM TRAVEL AND PER DIEM EXPENSES

- A. Employee maintains a separate residence in the headquarters area:

Long-term travelers who maintain a permanent residence at their primary headquarters may claim daily long-term lodging up to \$24.00 with a receipt, and long-term meals of \$24.00 for each period of travel from 12 to 24 hours at the long-term location. For travel of less than 12 hours, the traveler may claim either \$24.00 in receipted lodging **or** \$24.00 in long-term meals.

- B. Employee does not maintain a separate residence in headquarters area:

Long-term travelers who do not maintain a permanent residence at their headquarters may claim daily receipted lodging up to \$12.00, and long-term meals of \$12.00 for each period of travel from 12 to 24 hours at the long-term locations. For travel of less than 12 hours, the travelers may claim either \$12.00 in receipted lodging **or** \$12.00 in long-term meals.

## III. MILEAGE REIMBURSEMENT

Reimbursement for personal vehicle mileage is 34 cents per mile.

**Reimbursement for personal vehicle mileage using a specialized vehicle that has been modified to accommodate disabilities is 37 cents per mile.**

## IV. VEHICLE RENTAL

Reimbursement for vehicle rental shall be for actual and necessary costs of such rental and airplane usage shall be allowed at the lowest fare available. Claims for reimbursements shall be allowed upon submittal of the appropriate receipt. Refer to California Code of Regulations, Title 2, Sections 599.627 and 599.628.

**SAMPLE RECIPIENT AGREEMENT  
FOR PROPOSITION 204 ECOSYSTEM RESTORATION ACCOUNT  
GRANT FUNDS**

Recipient Agreement  
Contract # \_\_\_\_\_

**Section One: Purpose of Contract**

- A. This Recipient Agreement (Agreement) is entered on \_\_\_\_\_ between the [insert name of contract management entity] and \_\_\_\_\_ (hereinafter referred to as the (Contractor) for the project designated as \_\_\_\_\_.
- B. The term of this Agreement is: \_\_\_\_\_.
- C. The maximum amount payable under this Agreement is: \_\_\_\_\_.
- D. The actions that are the subject of this Agreement are being undertaken by the Contractor pursuant to a grant of funds from the California Resources Agency (hereinafter referred to as "Resources Agency or Agency") through the CALFED Bay-Delta Program for the purpose of implementing the CALFED Ecosystem Restoration Program.
- E. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Agreement:

Exhibit A	Scope of Services
Exhibit B	Budget and Payment Provisions
Exhibit C	General Terms and Conditions, see <a href="http://www.ols.dgs.ca.gov/Standard+Language/default.htm">http://www.ols.dgs.ca.gov/Standard+Language/default.htm</a>
Exhibit D	Special Terms and Conditions
Exhibit E	Travel and Per Diem Rates
Exhibit F	Task Order

**Section Two: Background**

- A. The Resources Agency is implementing the CALFED Ecosystem Restoration Program pursuant to procedures established by the CALFED Bay-Delta Program. [contract management entity] serves as the manager for contracts awarded to implement the CALFED Ecosystem Restoration Program pursuant to [insert name of master agreement]. The Department of Water Resources serves as the Agency's fiscal agent for tracking of Proposition 204 Ecosystem Restoration Program funds and for payment of invoices under this Agreement. For purposes of this agreement, Agency and DWR are collectively referred to as State.
- B. [Insert name of contract management entity] is designated as the Contract Administrator for the projects assigned to it by the CALFED Ecosystem Restoration Program, including the project which is the subject of this agreement.
- C. This Agreement is made in accordance with funds appropriated for Ecosystem Restoration Program activities referenced in chapter 7 of Division 24 of the California Water Code, beginning with Section 78684, entitled CALFED Bay-Delta Ecosystem Restoration Program.

- D. As used in this Agreement, "CALFED" means the consortium of state and federal agencies described in Water Code Section 78501, including those additional agencies that have signed the Implementation Memorandum of Understanding, August 28, 2000, et seq. that will participate in implementing the CALFED programmatic plan.
- E. [insert description of contract management entity]

### **Section Three: Communication**

All communication between the parties should be directed to the individuals named below:

- A. The designated contract manager for [insert name of contract management entity] is listed below. The contract manager may be changed at any time by [contract management entity] with 30 days advance written notice thereof to the Contractor.
- Name:  
Address:  
Phone:  
Fax:  
e-mail:
- B. The designated project manager for the Contractor is listed below. The project manager may be changed at any time by Contractor with 30 days advance written notice thereof to [contract management entity].
- Name:  
Address:  
Phone:  
Fax:  
E-mail:

### **Section Four: Expiration of Agreement Between Agency And [Entity]**

Should the Agreement between [contract management entity] and Agency expire, [contract management entity's] role, responsibilities, and benefits under this Agreement shall be assumed by Agency or its designee. At that time, [contract management entity] shall assign this Agreement to Agency or its designee and notify the Contractor of said assignment.

### **Section Five: Conflicts of Interest**

- A. Contractor shall comply with all applicable State laws and rules pertaining to conflict of interest, including, but not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.
- B. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

- C. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the actual appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

In witness hereof, the following authorized representatives have executed this Agreement.

(Recipient Organization name)

\_\_\_\_\_

(Authorized Signatory)

\_\_\_\_\_ Date

(Title) \_\_\_\_\_

*(contract management entity)*

\_\_\_\_\_

(Authorized Signatory)

\_\_\_\_\_ Date

**EXHIBIT A**  
**SCOPE OF SERVICES**

Contractor agrees to provide the following services:

**Purpose:** [insert purpose of grantee's project]

**Scope of Work:** [insert description of work to be performed, including defined tasks, task deliverables, schedule of task deliverables/milestones]

**Communication:** [insert communication information for parties]

**EXHIBIT B  
BUDGET AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

A. **Invoice Requirements:** State will disburse funds to Contractor upon: (i) receipt of an original invoice with supporting documentation and (ii) completion of work, or progress toward completion of work, and/or receipt of deliverables, including quarterly financial and programmatic reports. Required supporting documentation includes an invoice breakdown by task and line item, including task and line item budget balance [see sample invoice format # 2 and #3]. Additional documentation such as payroll detail, receipts for equipment, or general ledger information may be required.

B. **Payment Schedule:** Contractor may submit invoices monthly, in arrears, only after receipt of notice of satisfactory completion of each phase or task. Invoices shall be reviewed by [contract management entity], approved by CALFED, and paid by DWR. Payments shall be made on undisputed invoices no more frequently than monthly, in arrears, after receipt and approval of a properly itemized invoice for completion of work as set forth in the Budget and Task Orders. Invoices bearing the number of this Agreement shall be submitted to:

[insert name and address of contract management entity]

Undisputed invoices shall be approved for payment within 45 days of the date received by the DWR Accounting Office.

C. **Disputes:** If there are any disputes regarding an invoice, [contract management entity] shall notify Contractor within 15 calendar days of receipt of a properly submitted invoice. Any disputed item will be subtracted from the invoice and the State will process the invoice for the undisputed amount. Dispute resolution will follow the procedure outlined in Exhibit D, Special Terms and Conditions.

D. **Expenditure of Funds & Allocation Among Budget Items:** Contractor shall expend funds in the manner described in the approved project budget. Any variance in the budgeted amount among tasks, or between line items within a task, requires approval in writing by [contract management entity]. The total amount of this contract may not be increased except by amendment of this Agreement.

In consideration for the satisfactory completion of the services described herein, the State agrees to pay the Contractor, in arrears, upon receipt of an invoice in duplicate, for services rendered under this Agreement. The invoice shall be submitted by the Contractor in sufficient scope and detail to define the actual work performed and specific milestones completed, including a description of the activities of the Contractor and subcontractors and the hours allocated to those activities. The hourly rate for services rendered shall not exceed the rates set forth in this Agreement.

E. **Performance Retention:** In accordance with the requirements set forth in the State Contracting Manual, Section 7.33. B, the State shall withhold, from the invoiced payment



amount to the Contractor, an amount equal to ten percent (10%) of that payment. Disbursements shall be made on the basis of costs incurred to date, less ten percent of the total invoice amount. Disbursement of the ten percent retention shall be made either (1) upon Contractor's satisfactory completion of a discrete project task (ten percent retention for task disbursed); or (2) upon completion of the project and Grantee's compliance with project closure requirements specified by CALFED (ten percent retention for project disbursed).

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITION**

Is hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at:

<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**Pre-Agreement Obligations:** Prior to execution of the Agreement, the Contractor must have fulfilled all applicable requirements as set forth in the 2002 Proposal Solicitation Package including, but not limited to, submission of bidder's bond or other security, payment bond, insurance certificate, and proof of contractor's license.

**Subcontracts:** Contractors are responsible for all subcontracted work. Subcontracts must include all applicable terms and conditions as presented herein. [Contract management entity] must approve all subcontracts and all amendments to subcontracts. Unless the subcontract was submitted to CALFED with the proposal, Contractor must obtain at least 3 competitive bids for all subcontracted work; or comply with the provisions of Government Code section 4525 et seq. as applicable; or obtain State and [contract management entity's] approval for non-compliance with these requirements.

**Dispute Resolution:** Any claim that Contractor may have regarding the performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to [contract management entity] within thirty days of its accrual. [contract management entity] and Contractor shall then attempt to negotiate a resolution of claim, in consultation with CALFED, and process an amendment to this Agreement to implement the terms of any such resolution.

**Rights in Data:** All data and information obtained and/or received under this Agreement shall be in the public domain. Contractor shall not sell or grant rights to a third party who intends to sell such product as a profit-making venture. Contractor shall have the right to disclose, disseminate and use, in whole or in part, any final form data and information received, collected, and/or developed under this Agreement, subject to inclusion of appropriate acknowledgment of credit to the State or (insert name of contract management contractor), to the CALFED Program, and to all cost-sharing partners for their financial support. Contractor must obtain prior approval from CALFED to use draft data. Permission to use draft data will not be unreasonably withheld. CALFED will not disseminate draft data, but may make draft data available to the public upon request with an explanation that the data have not been finalized.

*[Alternate language will be supplied by State for recipient agreements with the University of California]*

**Acknowledgment of Credit:** Contractor shall include appropriate acknowledgment of credit to the State, [contract management entity], the CALFED Program, and to all cost-sharing partners for their financial support when using any data and/or information developed under this Agreement.

**Standard of Professionalism:** Contractor shall conduct all work consistent with the professional standards of the industry and type of work being performed under the Agreement.

**Independent Status:** Contractor, and the officers, agents, and employees of Contractor, in the performance of the Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California, [contract management entity], the CALFED agencies, the Resources Agency, or the Department of Water Resources.

**Cost-Share:** In the event the Contractor fails to secure the cost-share funds identified in its proposal, and as a result has insufficient funds to complete the project, the Contractor shall provide a report to

[contract management entity] identifying the funding deficit and the potential impacts to the project scope of services, task orders, and budget. [contract management entity] will report this information to CALFED. Based on input from CALFED, [contract management entity] has the option to amend or terminate this contract.

**Contractor Evaluation:** Within sixty (60) days after the completion of this Agreement, the Contract Manager shall complete a written evaluation of Contractor's performance under this Agreement. If Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to Contractor within 15 working days of the completion of the evaluation. (PCC 10369)

**Force Majeure:** Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending part. Such acts shall included but shall not be limited to acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or fail in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

**Labor Code/Workers' Compensation:** Contractor certifies and is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms to comply with such provisions before commencing the performance of the work of this contract.

#### **Monitoring, Reporting, Review Requirements:**

- A. **Ecological Monitoring:** Before commencing contract work that requires Ecological Monitoring, Contractor shall prepare an Ecological Monitoring Plan (EMP) incorporating a Quality Assurance Project Plan (QAPP) which will be submitted to CALFED for review and approval. At a minimum, the EMP shall include the following items: objectives of the monitoring; questions to be addressed through monitoring; personnel conducting the monitoring and related experience; duration of monitoring (e.g. one year, three years, but no longer than this contract) constituents to be monitored, locations and frequency of measurement; and reporting formats. At a minimum, the QAPP should include number and type of quality control samples; preservation, storage, and analytical techniques; and data synthesis and analysis. Whenever possible, standard methods shall be incorporated and referenced in the plans. The Contractor shall submit Annual Monitoring Reports presenting findings and addressing whether monitoring objectives have been achieved. Data shall be available in an electronic format and shall be available for transfer to a storage system of CALFED's choice.

*[Only for projects involving actions that require monitoring]*

- B. **Reporting:** The Contractor shall provide quarterly reports to [contract management entity]. These reports are due prior to the 10<sup>th</sup> day of the month following the end of the quarter (i.e., due by January 10, April 10, July 10, and October 10). Prior to the first quarterly report, [contract management entity] shall provide the format and specific

required reporting information to the Contractor. Information should be provided in hard copy and electronically. All Monitoring Plans and Reports and Final Reports and any other Project Reports that can be submitted as stated, shall be submitted in duplicate in hard copy and electronic format. All such reports shall be labeled with the following information: CALFED contract number, organization, project title, and associated project task.

- C. **Performance Measures Reporting:** Contractor shall submit, at a minimum, annual project reports presenting findings and addressing project progress consistent with description in Attachment G of the ERP 2002 PSP. Data for research, monitoring, and restoration projects should be submitted annually in hard copy, as a PDF file and in an electronic format compatible with Microsoft Access, such as Excel. [Contract Management Entity] will work with Contractor to ensure appropriate measures have been identified and to assist with consistency of nomenclature and units.
- D. **Program Review Presentations:** As necessary, the Contractor will be asked to make oral presentations at annual review meetings. The purpose of the meetings is to effectively monitor the progress and utility of the projects, and to share information among all the CALFED recipients.
- E. **Environmental Documentation:** It is the Contractor's responsibility to satisfy all applicable local, state, and federal environmental laws and regulations (including CEQA and NEPA) and to obtain all necessary environmental and other permits, approvals, and documents. The Contractor must submit copies of all final permits, documents, and approvals necessary for the project, to (contract management contractor), prior to undertaking any work requiring such permits, documents, and approvals. If work is to take place on property not under the control of the Contractor, then prior to proceeding with work, the Contractor shall provide advance written consent of the landowner to (contract management contractor).
- [this clause may not apply to all projects]*
- F. **Peer Review:** As necessary, CALFED may establish peer review panels to review and comment on the Contractor's work product or deliverables.

*[for projects involving land acquisition]*

**Purpose of Acquisition:** The [describe interest in real property] that is the subject of this Agreement is being acquired by the Contractor pursuant to a grant of funds from the Resources Agency through the CALFED Bay-Delta Program for the purpose of implementing the CALFED Ecosystem Restoration Program. No use of the real property inconsistent with this purpose is permitted.

**Approval of Land Acquisition Terms:** The State shall approve the terms under which the interest in real property is being acquired pursuant to this Agreement.

**Mitigation:** The Contractor shall not use or allow the use of any portion of the real property acquired pursuant to this Agreement for mitigation to compensate for adverse changes to the environment elsewhere.

**Fair Market Value:** The purchase price of any interest in real property purchased under this Agreement shall not exceed the fair market value as established by an appraisal approved by the State.

**Use, Management, Operation, and Maintenance:** The Contractor shall use, manage, operate, and maintain the real property in a manner consistent with the purpose of the acquisition. The Contractor further assumes all management, operation, and maintenance costs associated with the real property, including the costs of ordinary repairs and replacements of a recurring nature, and costs of enforcement of regulations. The CALFED Program shall not be liable for any cost of such management, operation, or maintenance. The Contractor shall refrain from developing or otherwise using any other property it owns or controls in the vicinity of the real property in such a way as to interfere with or inconvenience the use, management, operation, or maintenance of the real property or to detract from the purpose of the acquisition. The Contractor may be excused from its obligations for management, operation, and maintenance only upon the written approval of the Executive Director of the CALFED Program, or its successor.

**Transfer:** The Contractor may not transfer the real property, or any interest in the real property, in whole or in part, without the approval of the State.

**EXHIBIT E  
TRAVEL AND PER DIEM**

**I. SHORT-TERM PER DIEM EXPENSES**

- A. In computing reimbursement for continuous short-term travel of more than 24 hours and less than 31 consecutive days, the employee will be reimbursed for actual costs up to the maximum allowed for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's times of departure and return, as follows:

1. On the first day of travel on a trip of 24 hours or more:

Trip begins at or before 6 a.m.	Breakfast may be claimed on the first day.
Trip begins at or before 11 a.m.	Lunch may be claimed on the first day.
Trip begins at or before 5 p.m.	Dinner may be claimed on the first day.

2. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 a.m.	Breakfast may be claimed.
Trip ends at or after 2 p.m.	Lunch may be claimed.
Trip ends at or after 7 p.m.	Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may also be claimed. No meal or lodging expense may be claimed or reimbursed more than once on any given date or during any 24-hour period.

3. Reimbursement shall be for actual expenses, subject to the following maximum rates:

**Meals**

Breakfast	\$ 6.00	Receipts are not required for regular short-term travel meals
Lunch	\$ 10.00	
Dinner	\$ 18.00	
Incidentals	\$ 6.00	

**Lodging**

Statewide	Actual up to \$84.00 plus tax
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When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.

When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.

**If lodging receipts are not submitted, reimbursement will be for meals only at the rates and time frames set forth in B#1 below.**

- B. In computing reimbursement for continuous travel of less than 24 hours, actual expenses, up to the maximums in #3 above, will be reimbursed for breakfast and/or dinner and/or lodging in accordance with the following time frames:
1. Travel begins at or before 6 a.m. and ends at or after 9 a.m.: Breakfast may be claimed. Travel begins at or before 4 p.m. and ends at or after 7 p.m.: Dinner may be claimed. If the trip of less than 24 hours includes an overnight stay, receipted lodging may be claimed. No lunch or incidentals may be reimbursed on travel of less than 24 hours.
  2. Employees on short-term travel who stay in commercial lodging establishments or **commercial campgrounds** will be reimbursed for actual lodging expenses substantiated by a receipt. Employees who stay with friends or relatives, or who do not produce a lodging receipt, will be eligible to claim meals only.

## **II. LONG-TERM TRAVEL AND PER DIEM EXPENSES**

- A. Employee maintains a separate residence in the headquarters area:

Long-term travelers who maintain a permanent residence at their primary headquarters may claim daily long-term lodging up to \$24.00 with a receipt, and long-term meals of \$24.00 for each period of travel from 12 to 24 hours at the long-term location. For travel of less than 12 hours, the traveler may claim either \$24.00 in receipted lodging **or** \$24.00 in long-term meals.

- B. Employee does not maintain a separate residence in headquarters area:

Long-term travelers who do not maintain a permanent residence at their headquarters may claim daily receipted lodging up to \$12.00, and long-term meals of \$12.00 for each period of travel from 12 to 24 hours at the long-term locations. For travel of less than 12 hours, the travelers may claim either \$12.00 in receipted lodging **or** \$12.00 in long-term meals.

## **III. MILEAGE REIMBURSEMENT**

Reimbursement for personal vehicle mileage is 34 cents per mile.

Reimbursement for personal vehicle mileage using a specialized vehicle that has been modified to accommodate disabilities is 37 cents per mile.

## **IV. VEHICLE RENTAL**

Reimbursement for vehicle rental shall be for actual and necessary costs of such rental and airplane usage shall be allowed at the lowest fare available. Claims for reimbursements shall be allowed



upon submittal of the appropriate receipt. Refer to California Code of Regulations, Title 2, Sections 599.627 and 599.628.

**ERP-RFP # 10057706  
EVALUATION CHECKLIST**

**Minimum Proposal Requirements Reviewed by:**

**Rachel Russell** \_\_\_\_\_  
Signature Date

- \_\_\_\_\_ Time and Date Received \_\_\_\_\_
- \_\_\_\_\_ Original Signatures on Title Page, Cost Proposals, and Forms
- \_\_\_\_\_ Total number of envelopes (1 original + 4 copies = 5)
- \_\_\_\_\_ Compliance with Format, Information, Attachment Requirements
- \_\_\_\_\_ 1. Sealed
  - \_\_\_\_\_ 2. Envelope Title Format – complete
  - \_\_\_\_\_ 3. Title Page
  - \_\_\_\_\_ 4. Minimum 10 point font
  - \_\_\_\_\_ 5. Maximum 10 pages (excluding title page, exhibits, attachments)
  - \_\_\_\_\_ 6. List of Project Personnel including a Resume for each  
( [1] Lead Contract Manager, [3] Contract Managers, [1] CPA)
  - \_\_\_\_\_ 7. Project Approach & Methodology Narrative
  - \_\_\_\_\_ 8. Attachment Check List
  - \_\_\_\_\_ 9. License or Certification Sheet
  - \_\_\_\_\_ 10. Signed Cost Proposal Worksheet 1
  - \_\_\_\_\_ 11. Signed Cost Proposal Worksheet 2
  - \_\_\_\_\_ 12. DVBE Participation Bid Forms
  - \_\_\_\_\_ 13. "Good Faith Effort" Forms
  - \_\_\_\_\_ 14. Payee Data Record STD 204
  - \_\_\_\_\_ 15. Contractor Certification Clauses (CCC 201)
  - \_\_\_\_\_ 16. Required attachments included & meets at least 4 of the 5 format requirements

- \_\_\_\_\_ Cost Proposal NTE 3% \$6,300,000.00 – Aggregate Total of Worksheet 1 & 2
- 3% = 96 pts \$6,300,000.00
  - 2.95% = 97 pts \$6,195,000.00
  - 2.90% = 98 pts \$6,090,000.00
  - 2.85% = 99 pts \$5,985,000.00
  - 2.80% = 100 pts \$5,880,000.00

[ ] YES [ ] NO Is Proposal Responsive to Minimum Requirements

[ ] YES [ ] NO **PROCEED WITH TECHNICAL EVALUATION**

**FIRM NAME:** \_\_\_\_\_

**Proposer No.** \_\_\_\_\_

# ERP-RFP # 10057706 EVALUATION CHECKLIST

**Technical Proposal Requirements Reviewed by:**

**Reviewer:** \_\_\_\_\_

Signature

Date \_\_\_\_\_

Print Name: \_\_\_\_\_

Criteria	Points Awarded	Total by Category
<b>1. Project Approach &amp; Methodology - Max 50 pts</b>		Pts
<b>2. Company Experience – Max 75 pts</b> a) Experience managing a large number of ecosystem contracts <ul style="list-style-type: none"> <li>•       &lt; 70 contracts currently being managed = 25 pts</li> <li>•       &lt; 60-69 contracts = 20 pts</li> <li>•       &lt;59-50 contracts = 10 pts</li> <li>•       &lt;49-45 contracts = 5 pts</li> <li>•       &lt;45 contracts = 0 pts</li> </ul> b) Experience managing a diverse array of technical contracts including ecosystem restoration projects to include: habitat restoration, fish screens, fish passage improvement, ecological process & fisheries research, feasibility studies, environmental documentation, & environmental education. <ul style="list-style-type: none"> <li>•       Experience in 7 or more of the above listed categories=25 pts</li> <li>•       Experience in 5-6 of the above listed categories = 10 pts</li> <li>•       Experience in less than 4 of the above listed categories = 0 pts</li> </ul> c) Experience managing contracts for a diverse array of organizations including: state & federal agencies, non-profit organizations, educational institutions (UC, state, private firms, & private universities, & community colleges). <ul style="list-style-type: none"> <li>•       Experience managing projects with all listed types of organizations = 25 pts</li> <li>•       Less than all listed organizations = 15 pts</li> </ul>	_____	Pts
<b>3. Cost</b> The agreement resulting from this RFP will oversee & manage up to \$210,000,000 in total project contract costs (up to a maximum of 90 individual projects). Compensation for this RFP must not exceed \$6,300,000.00. Proposition 204 specifically limits administrative costs to three (3%) percent of total project costs. <ul style="list-style-type: none"> <li>•     3%       = 96 pts   \$6,300,000.00</li> <li>•     2.95%   = 97 pts   \$6,195,000.00</li> <li>•     2.90%   = 98 pts   \$6,090,000.00</li> <li>•     2.85%   = 99 pts   \$5,985,000.00</li> <li>•     2.80%   = 100 pts \$5,880,000.00</li> </ul>	_____	Pts
<b>3. Cost re-apportioned applying 5% for Small Business Preference (SBP) Program</b>	_____	<b>Pts</b>
<b>SUBTOTALS (SBP Applied, if applicable)</b>		
<b>OVERALL TECHNICAL SCORE</b>	_____	<b>PTS</b>

**Note: Minimum Total Technical Score 180 pts to be considered responsive. See next page for instructions & guidelines for applying Small Business Preference when calculating final score.**

	YES	NO	PROPOSAL RESPONSIVE
1. The project is a new or improved product or service that meets a need in the market.			
2. The project is a new or improved process or technology that meets a need in the market.			
3. The project is a new or improved business model that meets a need in the market.			
4. The project is a new or improved service that meets a need in the market.			
5. The project is a new or improved product or service that meets a need in the market.			
6. The project is a new or improved process or technology that meets a need in the market.			
7. The project is a new or improved business model that meets a need in the market.			
8. The project is a new or improved service that meets a need in the market.			
9. The project is a new or improved product or service that meets a need in the market.			
10. The project is a new or improved process or technology that meets a need in the market.			
11. The project is a new or improved business model that meets a need in the market.			
12. The project is a new or improved service that meets a need in the market.			
13. The project is a new or improved product or service that meets a need in the market.			
14. The project is a new or improved process or technology that meets a need in the market.			
15. The project is a new or improved business model that meets a need in the market.			
16. The project is a new or improved service that meets a need in the market.			
17. The project is a new or improved product or service that meets a need in the market.			
18. The project is a new or improved process or technology that meets a need in the market.			
19. The project is a new or improved business model that meets a need in the market.			
20. The project is a new or improved service that meets a need in the market.			

**SMALL BUSINESS PREFERENCE PROGRAM**  
**Instructions & Guidelines for Applying Calculation Method**

1. How the Preference Program Works (SCM 8.21)

Certified small businesses can claim the five percent preference when submitting a bid on a state contract. The five percent preference is used only for computation purposes, to a maximum of \$50,000, to determine the winning bidder and does not alter the amounts of the resulting contract. A contract awarded on the basis of the five percent preference, is awarded to the small business for the **actual amount of their bid**.

2. The method used in determining the successful bidder for an RFP Secondary follows:

- a) Calculate the "earned" score for all bidders.
- b) If the highest scored proposal is from a non-certified small business, then:
  - 1) Calculate five percent (5%) of the cost component received from the highest scored proposal
  - 2) Subtract the amount calculated above from the cost component of all the certified small businesses. This new amount will be the "evaluation" amounts for the certified small business, and the actual bid amounts received from non-certified small businesses.
  - 3) Apportion the cost points for all bidders, using the "evaluation" amounts for the certified small business, and the actual bid amounts received from non-certified small businesses.
  - 4) Use the re-apportioned cost points along with the previously scored portions of the bids to arrive at a new total point count for each bid.
  - 5) Award of the contract must go to the bidder with the highest point count.

3. An example of applying the small business preference to an RFP secondary follows:

Bidders (*indicates certified small business)	A*	B	C*	D
Criteria 1 (15 max points)	11	13	13	12
Criteria 2 (25 max points)	21	21	14	19
Criteria 3 (30 max points)	18	15	15	18
Cost (30 max points)	29.1	30.0	28.3	29.7
(Cost points awarded are based on these bid amounts)	(\$103)	(\$100)	(\$106)	(\$101)
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Total "earned" points for each bidder	79.1	80.0	70.3	78.7

Bidder B's was the highest scored proposal, a non-certified small business. Therefore, the cost points must be re-apportioned after application of the five percent calculation of B's bid amount. B's bid amount is \$100.00 5% of \$100.00 is \$5.00. All bid amounts from certified small businesses will be reduced by this amount (\$5.00). After arriving at new "evaluation" amounts for the certified small businesses, new cost points must be apportioned, using the new "evaluation" amounts as follows:

Note: points established for other criteria for each bidder do not change. Only the points associated with the price component are re-apportioned.

Cost (30 max points)	30.0	29.4	29.1	29.1
(new cost points based on these revised bid amounts after applying the preference)	(\$98)	(\$100)	(\$101)	(\$101)
<hr/>				
Total final points for each bidder	80.0	79.4	71.1	78.1

The highest scored proposal is now the proposal received from A, a certified small business. The contract award amount will be A's original bid amount, not the amount used for evaluation purposes.